

SYOSSET CENTRAL SCHOOL DISTRICT
99 PELL LANE, SYOSSET, NEW YORK 11791
VENDOR AGREEMENT FOR FACILITY USERS
(Community groups, Boy Scouts, Girl Scouts, etc.)

Notwithstanding any terms, conditions or provisions, in any other writing between the parties and the outside vendor hereby agrees to effectuate the naming of the District (Syosset Central School District, 99 Pell Lane, Syosset, NY 11791) as an additional insured on the permittee's insurance policies, except for workers' compensation and NYS Disability insurance.

1. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - c. The District shall be listed as an additional insured by using the endorsement CG 20 26 or equivalent. A completed copy of the endorsement must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages. Additional Insured language should read:

Syosset CSD, its Board, employees and volunteers, are named as Additional Insured on a Primary and Non-Contributory basis to other insurance available to Additional Insured. A Waiver of Subrogation is granted in favor of Syosset CSD, its Board, employees and volunteers. Excess Liability policy follows form.
 - d. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the organization will provide a copy of the policy endorsements and forms.
2. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
3. Required Insurance:
 - a. **Commercial General Liability Insurance**

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate with no exclusions for athletic participants
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage shall include specific grant of coverage for sexual misconduct liability and shall be so stated on the Certificate of Insurance, whenever the event includes minors.
 - b. **Automobile Liability**

\$1,000,000 combined single limit for company/organization owned, hired, and borrowed and non-owned motor vehicles will be on District grounds.
 - c. **Worker's Compensation**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

Businesses are typically granted an exemption if the business is owned by one individual with no employees and is not a corporation; the business is a partnership under New York State laws, and there are no employees; or the business is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation, and there are NO employees. The form can be completed and submitted directly to the WC Board online at: https://www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE
 - d. **Umbrella/Excess** (shall be on a follow form basis over the General Liability)

General Use (low risk events, no athletics) - \$1,000,000 each occurrence and aggregate.
Organized Athletic Leagues - \$3,000,000 each occurrence and aggregate.
Athletic/Recreational Camps - \$5,000,000 each occurrence and aggregate.
Carnivals and other high-risk activities - \$10,000,000 each occurrence and aggregate.
4. Permittee acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The permittee is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

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5. _____, having made application to the Syosset Central School District for community use of school facilities, hereby agrees that violation of the District’s Code of Character, Conduct and Support (*Board of Education Policy 5300*) including misuse of school property or equipment, acts of rowdiness, encroachment of school property not specifically authorized in the permit, and other unauthorized or unlawful acts, may cause the Board of Education to revoke a permit to use school property and facilities. A permit may be revoked immediately for failure to comply with applicable rules and regulations of the Board of Education, the Superintendent of Schools or his or her designee, or the building Principal. The Board of Education, or its designee, shall be the sole judge as to whether or not an act is authorized or in violation of the rules of the Board of Education, Superintendent of Schools or his or her designee.

The permittee agrees that the applicant and all participants involved in the Use of Facilities for which the application is being made have read and will abide by the District Code of Character, Conduct and Support (*Board of Education Policy 5300*). The applicant understands that they must include a supervision plan with their application for Use of Facility.

A full review of Policy 5300 and all District policies may be found by searching the District website (www.syossetschools.org).

The permittee and/or the group school agree to defend, indemnify and hold the Syosset Central School District, its officers, employees and agents harmless from any and all liability, loss, expense, including reasonable attorney’s fees, or claims for injury or damages arising out of its use of any school facility but only in proportion to and to the extent such liability, loss, expense, attorney’s fees or claims for injury or damages are caused by or result from the negligent or intentional acts including but not limited to food borne illnesses, or omissions of the permittee and/or group and the organization, its officers, employees, agents, contractors, subcontractors, guest, spectator and/or invitee. The user understands and agrees that its use of

Syosset Central School District’s property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected to the use of premises. Permittee agrees that indemnity and insurance obligations extend to all areas identified in the application and/or permit and any and all incidental areas.

6. In the event of an accident or incident, please notify the custodian on duty, or call the Facilities Office the next morning.
7. The requestor understands that the permit cannot be processed until all insurance paperwork has been received and approved by the District. All documents are to be completed and mailed to Syossetpermits@Syossetschools.org.

Organization Name

Name of responsible party (printed)

Signature

Date

District Approval

District Representative (printed)

Signature

Date